

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re

W.R. GRACE & CO.,

Case No. 01-1139 (JKF)

Chapter 11

Debtors.

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NOTICE:TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2) or (4)

To:
MIDDLESEX GASES & TECHNOLOGIES INC
PO BOX 1170
EVERETT, MA 02149

Your claim, in the amount of \$3,084.26, has been transferred
(*unless previously expunged by court order*) to:

Portia Partners, LLC
One Sound Shore Drive Suite 100
Greenwich, CT 06830

No action is required if you do not object to the transfer of
your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR
CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court
District of Delaware
824 Market Street
Wilmington, DE 19801

SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.

Refer to INTERNAL CONTROL No._____ in your objection.
If you file an objection, a hearing will be scheduled.
**IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE
SUBSTITUTED ON OUR RECORDS AS THE CLAIMANT.**

David Bird, Clerk

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class
mail, postage prepaid on _____, 2004.

INTERNAL CONTROL NO._____

Copy:(check) Claims Agent____ Transferee____ Debtor's Attorney____

Deputy Clerk



68

Claim No: 1015393



SALE AND ASSIGNMENT OF CLAIM

MIDDLESEX GASES & TECHNOLOGIES INC having offices at, PO BOX 1170, EVERETT, MA 02149 (the "Assignor,") in consideration of the sum of (the "Purchase Price") does hereby transfer to Portia Partners, LLC, (the "Assignee,") all of the Assignor's right, title, and interest in and to the claim or claims of the Assignor, (the "Claim,") against W R Grace & Co, (the "Debtor,") in the United States Bankruptcy Court for the District of Delaware (the "Court"), Case No 01-1139 (PJW) (the "Case") in the currently outstanding amount as set forth above and all rights and benefits of the Assignor relating to the Claim. The Claim is based on amounts owed to the Assignor by the Debtor and this assignment shall be deemed an absolute, unconditional, and irrevocable assignment of the Claim for purpose of collection and shall not be deemed to create any security interest.

Assignor represents and warrants that.

☒ A Proof of Claim has been filed ☐ A Proof of Claim has not been filed

The Assignor represents and warrants that the amount of the Claim is not less than the amount as set forth above and that the amount is a valid claim and that no objection to the Claim exists. The Assignor further represents and warrants that no payment has been received by the Assignor, or by any third party claiming through the Assignor, in full or partial satisfaction of the Claim, that the Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that the Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demands that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.

The Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Case with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. The Assignor acknowledges that neither the Assignee nor any agent or representative of the Assignee has made any representation whatsoever regarding the status of the Case, the condition of the Debtor (financial or otherwise) or any other matter relating to the Case, the Debtor or the Claim. The Assignor represents that it has adequate information regarding this Sale and Assignment of the Claim, and that it has independently and without any reliance on the Assignee made its own determination to voluntarily enter into this Sale and Assignment of Claim.

CONSENT AND WAIVER

The Assignor hereby acknowledges and consents to all of the terms set forth in this Sale and Assignment of Claim and hereby waives its rights to raise any objection thereto and its right to receive notice pursuant to Rule 3001(e) of the Rules of Bankruptcy Procedure.

The undersigned Assignor hereby agrees and sets his hand this 29 day of Dec, 2003.

MIDDLESEX GASES & TECHNOLOGIES INC

By

Signature

Print Name and Title

800-649-6704
Telephone Number

617-387-3537
Fax Number

The undersigned Assignee hereby agrees and sets his hand this _____ day of _____, 2003.

PORTIA PARTNERS, LLC

By _____
Name Robert Gold
Title Managing Director

JAN 7 2004